

# GUNITE DIVISION

KELSEY-HAYES COMPANY

ROCKFORD ILLINOIS 61101

US EPA RECORDS CENTER REGION 5



531211

March 5, 1985

Ecology and Environment, Inc.  
111 West Jackson Boulevard  
Chicago, Illinois 60604

Attn: Mr. Kevin Phillips

Dear Mr. Phillips:

As we agreed in the meeting on Monday, March 4, 1985 in Mr. Armour Beckstrand's office, I am providing you a description on the tentative locations of four wells on Gunite property.

Well #1 and #2, separated by a distance of five (5) feet, are to be located on the property West of Magnolia Street. From the South fence, a distance of thirty (30) feet and ten (10) feet West from the East fence.

Well #3 is to be located on the East side of Magnolia Street, a distance of twenty (20) feet North of the South fence and twenty (20) feet West of the guard office.

Well #4 is to be located in the Northeast section of the plant. From the South fence of the Sub-Station a distance of fifteen (15) feet and from the East boundry fence a distance of fifteen (15) feet.

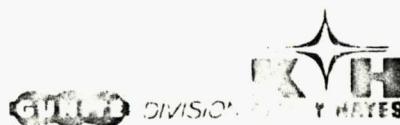
As agreed, upon your arrival to drill the wells, myself or a representative (Greg Hills) will escort you or your representative to the sites and locate the wells with a wooden stake.

Respectfully,

Michael P. Slattery  
Mgr. Plant Facilities Engineering

MPS:nj

cc: Mr. Armour Beckstrand



GUNITE DIVISION  
KELSEY - HAYES COMPANY

March 4, 1985

Ecology and Environment, Inc.  
111 West Jackson Boulevard  
Chicago, Illinois 60604

Attention: Mr. Kevin H. Phillips

Gentlemen:

The undersigned, Michael P. Slattery, Manager Facilities Engineering of Gunitite Division Kelsey-Hayes Company ("Gunitite"), does hereby permit Ecology and Environment, Inc. ("Ecology") and/or its agents, to come upon the property of Gunitite for the purpose of drilling various monitor wells on the property of Gunitite, subject to the following provisions.

The various locations of the wells shall be agreed upon between us prior to any drilling taking place on Gunitite property, which locations shall be reduced to writing by memoranda and the dates and time period for such drilling shall be acceptable to both Gunitite and Ecology. You have agreed that your agents will contact the undersigned who will put you in touch with the guards at the various gates and/or Gunitite personnel for monitoring all well drilling.

In consideration for Gunitite permitting you to come upon its property for said well drilling and monitoring, you have agreed as follows: to indemnify and hold Gunitite harmless of any claim, demand or charge of any kind and/or character arising out of any personal injury, death or property damage caused or incurred by your employees while on Gunitite property; to provide Gunitite with a copy of any and all test data received in monitoring the wells; to protect any and all such wells as may be necessary or required so as to secure the same from any damage; upon completion of the well monitoring all wells shall be capped or sealed and the premises returned to their original condition; and Ecology does hereby release Gunitite from any claim demand or charge arising out of your agent's presence on Gunitite property with the exception of such acts and doings arising out of gross negligence of Gunitite and/or its agents and employees.

*CAN'T AGREE TO THIS*

NOTE: ~~STANDARD~~ STANDARD INDEMNITY/HOLD HARMLESS AGREEMENT SIGNED BY JOE PETRILLI GIVEN TO A. BECKSTRAND, ATTORNEY FOR GUNITITE, ON 3-4-85 KP.

Ecology and Environment, Inc.  
March 4, 1985  
Page 2

The obligations herein imposed upon Ecology are made binding upon and accepted by Ecology upon the affirmative action by Ecology and/or its agents by coming upon property owned by Gunitite and commencing with the well drilling as hereinabove set forth.

Very truly yours,

Gunitite Division Kelsey-Hayes Company



By Michael P. Slattery



MAR 25 1985

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Mr. Armour Beckstrand, Esq.  
P.O. Box 4245  
Rockford, Illinois 61110

Re: Access Agreement for Gunite Division,  
Kelsey-Hayes Company, Rockford, Illinois

Dear Mr. Beckstrand:

As we discussed by telephone last Friday, March 8, 1985, your proposed agreement dated March 4, 1985, with Ecology & Environment, Inc., for access to the property of Gunite Division, Kelsey-Hayes Company is unacceptable and is in no way binding upon Ecology & Environment nor this Agency.

The United States Environmental Protection Agency (U.S. EPA) believes that it has a right to unconditioned entry onto private property to conduct the studies mandated by Section 104 of the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA), 42 U.S.C. §9604. Nevertheless, in an effort to resolve the controversy surrounding entry onto your client's property, the Agency will agree to certain of the proposed conditions contained in the March 4, 1985, letter signed by Michael P. Slattery. Specifically, U.S. EPA will agree to share the test data obtained from wells on Gunite's property, with Gunite. In addition, Ecology & Environment will install the four monitoring wells in the locations agreed to between Mr. Slattery and Kevin Phillips of Ecology & Environment, as identified in Mr. Slattery's letter of March 5, 1985. Ecology & Environment, and its agents, will contact Michael Slattery or his representative, Greg Hills, to obtain access to the property for well drilling and/or monitoring. Ecology & Environment will encase the four wells with steel casing and locking cap to protect them from damage. Upon completion of well monitoring, Ecology & Environment plans to cap and seal the wells and return the property to its original condition.

-2-

The U.S. EPA does not enter into indemnity agreements with private landowners to obtain access to property for the purpose of conducting investigations under Section 104 of CERCLA. Ecology & Environment will, however, enter into its own indemnity agreement with private parties. This agreement is not binding on U.S. EPA. I understand that Mr. Joe Petrilli, the Regional Project Manager for Ecology & Environment, has already presented representatives of Gunite Division, Kelsey-Hayes Company with such a signed indemnity agreement.

Based on the foregoing, I request that your client provide U.S. EPA and its contractors with access to Gunite's property. Please sign and return the enclosed access agreement within five (5) days of receipt of this letter. If your client is unwilling to provide access, please advise me within the five-day period, so that the Agency may plan an alternate course of action.

Thank you for your cooperation in this matter.

Very truly yours,

Babette J. Neuberger  
Assistant Regional Counsel

Enclosure

cc: Joe Petrilli, Ecology & Environment, Inc.

bcc: Magel/Gade/Ullrich/Schaefer  
Josif/Geishecker/Bartelt/Stringham/Constantelos

*M. Magel*  
*3/18/85*

*AKJ*  
*3-20-85*

*CHL*  
*PCRU*  
*3/20/85*

*M6*  
*3/18/85*

*254*  
*3/20*

*pw*  
*3/21/85*

*3/19/85*

*AKJ*  
*3/18/85*

*SHR*  
*REB*

*3/21/85*

*JAS*  
*WHD*

*3/22/85*

#### ACCESS AGREEMENT


Ecology & Environment, Inc., is under contract with the United States Environmental Protection Agency (EPA) to carry out certain tasks and responsibilities under the authority of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. 9601, et seq. Pursuant to Section 104 of CERCLA, the EPA is authorized to respond to the release or threat of release of hazardous substances, pollutants and contaminants into the environment. This authority includes investigations, tests and other information gathering necessary to determine the existence, nature and source of such materials.

The owner of the property Gunite Division, Kelsey-Hayes Company located at 302 Peoples Avenue, Rockford, Illinois, shall permit Ecology & Environment, Inc. and EPA to have access to this property for the purpose of installing and monitoring four groundwater monitoring wells. Permission is granted for the duration of the investigative study. EPA, and its contractors, agree to contact designated representatives of Gunite Division to obtain entry onto the facility for well installation and well sampling.

The wells will be installed in the locations agreed upon between Ecology & Environment and Gunite Division on March 4, 1985. Ecology & Environment will encase the wells with steel casing and a locking cap to protect them from damage.

EPA agrees to share the analytical data obtained from the groundwater well samples with Gunitite Division.

Upon completion of groundwater monitoring, EPA, or its contractors agree to cap and seal the wells and return the property to its original condition.

  
Basil G. Constantelos, Director  
Waste Management Division, for  
U.S. Environmental Protection Agency

3/22/85  
Dated

\_\_\_\_\_  
Gunitite Division, Kelsey-  
Hayes Company

\_\_\_\_\_  
Dated



APR 17 1985

## ROUTING AND TRANSMITTAL SLIP

Date

4/15/85

TO: (Name, office symbol, room number,  
building, Agency/Post)

Initials

Date

1.

Kevin Phillips E&amp;E

2.

3.

4.

5.

Action	File	Note and Return
Approval	For Clearance	Per Conversation
As Requested	For Correction	Prepare Reply
Circulate	For Your Information	See Me
Comment	Investigate	Signature
Coordination	Justify	

## REMARKS

For your files.

DO NOT use this form as a RECORD of approvals, concurrences, disposals,  
clearances, and similar actions

FROM: (Name, org. symbol, Agency/Post)

Room No.—Bldg.

Batette Neuberg

Phone No.

886-6733

5041-102

OPTIONAL FORM 41 (Rev. 7-76)  
Prescribed by GSA  
FPMR (41 CFR) 101-11.206



ARMOUR T. BECKSTRAND

ATTORNEY AT LAW

AMERICAN BANK PLAZA  
501 SEVENTH ST., SUITE 405  
P.O. BOX 4245  
ROCKFORD, ILLINOIS 61110  
(815) 968-2900

April 10, 1985

United States Environmental  
Protection Agency  
Region 5  
230 So. Dearborn Street  
Chicago, Illinois 60604

Attention: Ms. Babette J. Neuberger  
Assistant Regional Counsel

Re: Access Agreement for Gunite Division  
Kelsey-Hayes Company, Rockford, Illinois

Dear Ms. Neuberger:

I am enclosing a fully executed copy of the Access Agreement between United States Environmental Protection Agency and Gunite, Division of Kelsey-Hayes.

Many thanks for your assistance in helping us finalize this matter.

Very truly yours,

*Armour T. Beckstrand*  
Armour T. Beckstrand

ATB:bsw

Encl.

RECEIVED

APR 12 REC'D

Office of Regional Counsel  
EPA - Region V

# ACCESS AGREEMENT

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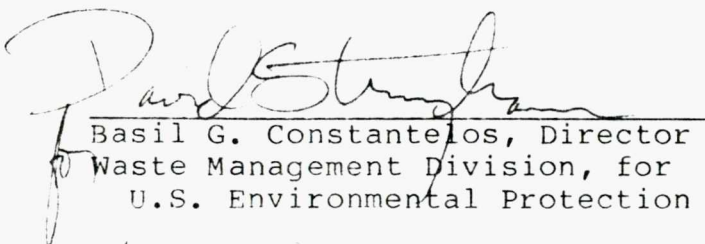
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EPA agrees to share the analytical data obtained from the groundwater well samples with Gunite Division.

Upon completion of groundwater monitoring, EPA, or its contractors agree to cap and seal the wells and return the property to its original condition.

  
Basil G. Constantelos, Director  
Waste Management Division, for  
U.S. Environmental Protection Agency

4/3/85  
Dated

  
Gunite Division, Kelsey-  
Hayes Company

4/9/85  
Dated